

### Remarks

Applicant respectfully requests reconsideration of the present application in light of the foregoing amendments and following remarks.

Claims 17-24, 26-30, 32, 44-46, 48, 49, 54, 60-62, 68-70, and 72-78 remain pending.  
Claims 17 and 44 are independent.

Claims 17-24, 26-30, 32, 44-46, 48, 49, 54, 60-62, 68-70, and 72-78 are rejected. These rejections are respectfully traversed.

Applicant notes that the Summary page of the Office Action does not list claims 77 and 78 as being pending or rejected. However, because the Office Action presents specific rejections of claims 77 and 78, Applicant assumes that the omission of claims 77 and 78 on the Summary page was unintentional and erroneous.

### ***Request for Examiner Interview if Any Issues Remain***

If any issues remain after entry of the present Amendment, Applicant formally requests that the Examiner contact the undersigned attorney prior to issuance of the next Office Action in order to arrange a telephonic interview pursuant to MPEP § 713.01.

### ***Claims 17, 44, 77, and 78 are Patentable over Becka under 35 U.S.C. § 102***

The Office Action (“Action”) rejects claims 17, 44, 77, and 78 under 35 U.S.C. § 102(a) as being anticipated by U.S. Patent Publication No. 2003/0074090 of Becka et al. (“Becka”). Applicant respectfully traverses these rejections.

In order for a single prior art reference to anticipate a claim, the reference must teach each and every element recited in the claim (*see* M.P.E.P. § 2131). Applicant respectfully submits that Becka does not teach each and every element of any of claims 17, 44, 77, and 78 for at least the reasons set forth below.

### Claims 17 and 77

Independent claim 17 is directed to a computer-implemented method for using a contract object to coordinate relationships between multiple objects, and recites the following features:

- identifying a first object;
- identifying a second object;
- determining a relationship between the first object and the second object;

using the contract object to represent the relationship between the first object and the second object;  
associating a first rule with the contract object, the first rule including a first event that can occur to the first object and a first action;  
receiving the first event;  
accessing the first rule associated with the contract object;  
updating at least one of the contract object and the second object according to the first action responsive to the first event,  
wherein the contract object is created and used without participation by a user, the first object, or the second object.

Becka does not teach at least “identifying a first object” and “identifying a second object,” as recited in independent claim 17. The Action directs attention to paragraph [0028] of Becka. However, the cited paragraph simply states that “contracts represent agreements between entities within an organization” and that “[t]ypically, this agreement is for a first entity to deliver some product and/or service to a second entity within some time frame.” Neither the cited paragraph nor any other section of Becka teaches *identifying objects*, let alone the recited “identifying a first object” and “identifying a second object.” Thus, Becka does not teach each and every element recited in independent claim 17.

Furthermore, Becka does not teach at least “determining a relationship between the first object and the second object,” as recited in independent claim 17. The Action again directs attention to paragraph [0028] of Becka. However, as discussed above, the cited paragraph simply states that “contracts represent agreements between entities within an organization.” Neither the cited paragraph nor any other section of Becka teaches anything pertaining to *determining relationships between objects*, let alone the recited “determining a relationship between the first object and the second object.” Thus, Becka does not teach each and every element recited in independent claim 17.

Additionally, because Becka does not teach the recited “determining a relationship between the first object and the second object,” Becka does not teach “using the contract object to *represent the [determined] relationship* between the first object and the second object” (emphasis added), as recited in independent claim 17. The Action again directs attention to paragraph [0028] of Becka. However, as discussed above, the cited paragraph merely states that “contracts represent agreements between entities within an organization.” In other words, the paragraph simply states what Becka’s contracts *are*. Neither the cited paragraph nor any other section of Becka teaches *using contract objects*, let alone *using contract objects to represent*

*determined relationships between objects*. Accordingly, Becka does not teach the recited “using the contract object to represent the relationship between the first object and the second object.” Thus, Becka does not teach each and every element recited in independent claim 17.

In addition, Becka does not teach at least “associating a first rule with the contract object, the first rule including a first event that can occur to the first object and a first action” and “accessing the first rule associated with the contract object,” as recited in independent claim 17. The Action directs attention to paragraph [0030] of Becka with respect to both of the recited features. However, the cited paragraph simply states that “rules use triggers to select events of interest.” In other words, Becka merely establishes that rules exist and that they use triggers. Neither the cited paragraph nor any other section of Becka teaches *associating a rule with a contract object* or *accessing the rule*, let alone the recited “associating a first rule with the contract object, the first rule including a first event that can occur to the first object and a first action” and “accessing the first rule associated with the contract object.” Thus, Becka does not teach each and every element recited in independent claim 17.

Furthermore, Becka does not teach at least “receiving the first event,” as recited in independent claim 17. The Action again directs attention to paragraph [0030] of Becka. However, as discussed above, the cited paragraph simply states that “rules use triggers to select events of interest.” Neither the cited paragraph nor any other section of Becka teaches *receiving events*, let alone the recited “receiving the first event.” Thus, Becka does not teach each and every element recited in independent claim 17.

Additionally, Becka does not teach at least “updating at least one of the contract object and the second object according to the first action responsive to the first event,” as recited in independent claim 17. The Action directs attention to paragraph [0067] of Becka. However, the cited paragraph simply states that “an update action is provided that is designed to *change the Workflow State attribute of the Task object* to a value of ‘review’” and that “a second update action is provided that is designed to *change the State attribute of the Task object* to a value of ‘Active’” (emphasis added). In other words, the cited paragraph merely describes two specific update actions that each affects *a particular attribute of a Task object*. Neither the cited paragraph nor any other section of Becka teaches *updating a contract object* or *updating an object according to an action responsive to an event*, let alone the recited “updating at least one

of the contract object and the second object according to the first action responsive to the first event.” Thus, Becka does not teach each and every element recited in independent claim 17.

In addition, Becka does not teach at least “wherein the contract object is created and used without participation by a user, the first object, or the second object,” as recited in independent claim 17. The Action states at page 4 that “Becka discloses a system providing a mechanism that improves operational efficiency through process automation.” However, the Action appears to completely ignore the fact that nothing in Becka teaches the *creation of contract objects*. Because Becka does not teach anything pertaining to the creation of a contract object at all, Becka does not teach “wherein the contract object is created and used without participation by a user, the first object, or the second object.” Thus, Becka does not teach each and every element recited in independent claim 17.

Because Becka does not teach each and every element recited in independent claim 17, the 35 U.S.C. § 102(a) rejection of independent claim 17 should be withdrawn and such action is respectfully requested.

Dependent claim 77 depends from independent claim 17 and is allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claim 77 is also independently patentable. For example, as discussed above, Becka does not teach anything pertaining to *determining relationships between objects*. Therefore, Becka does not teach “determining the relationship between the first object and the second object, the relationship between the first object and the second object having been established without the participation of the first object and the second object,” as recited in dependent claim 77.

Accordingly, the 35 U.S.C. § 102(a) rejection of dependent claim 77 should be withdrawn and such action is respectfully requested.

#### Claims 44 and 78

Independent claim 44 is directed to computer-readable media containing a program to use a contract object to coordinate relationships between multiple objects, and recites the following features:

- software to identify a first object;
- software to identify a second object;
- software to determine a relationship between the first object and the second object;

software to use the contract object to represent the relationship between the first object and the second object;  
software to associate a first rule with the contract object, the first rule including a first event that can occur to the first object and a first action;  
software to receive the first event;  
software to access the first rule associated with the contract object;  
software to update at least one of the contract object and the second object according to the first action responsive to the first event,  
wherein the contract object is created and used without participation by a user, the first object, or the second object.

Becka does not teach *identifying objects*, as discussed above. Thus, Becka does not teach at least “software to identify a first object” and “software to identify a second object,” as recited in independent claim 44.

Furthermore, Becka does not teach anything pertaining to *determining relationships between objects* or *using contract objects*, let alone *using contract objects to represent determined relationships between objects*, as discussed above. Thus, Becka does not teach at least “software to determine a relationship between the first object and the second object” and “software to use the contract object to represent the relationship between the first object and the second object,” as recited in independent claim 44.

In addition, Becka does not teach *associating a rule with a contract object* or *accessing the rule*, as discussed above. Thus, Becka does not teach at least “software to associate a first rule with the contract object, the first rule including a first event that can occur to the first object and a first action” and “software to access the first rule associated with the contract object,” as recited in independent claim 44.

Additionally, Becka does not teach *receiving events*, as discussed above. Thus, Becka does not teach at least “software to receive the first event,” as recited in independent claim 44.

Furthermore, Becka does not teach *updating a contract object* or *updating an object according to an action responsive to an event*, as discussed above. Thus, Becka does not teach at least “software to update at least one of the contract object and the second object according to the first action responsive to the first event,” as recited in independent claim 44.

In addition, Becka does not teach anything pertaining to the *creation of contract objects*, as discussed above. Thus, Becka does not teach at least “wherein the contract object is created and used without participation by a user, the first object, or the second object,” as recited in independent claim 44.

Because Becka does not teach each and every element recited in independent claim 44, the 35 U.S.C. § 102(a) rejection of independent claim 44 should be withdrawn and such action is respectfully requested.

Dependent claim 78 depends from independent claim 44 and is allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claim 78 is also independently patentable. For example, as discussed above, Becka does not teach anything pertaining to *determining relationships between objects*. Therefore, Becka does not teach “software to determine the relationship between the first object and the second object, the relationship between the first object and the second object having been established without the participation of the first object and the second object,” as recited in dependent claim 78.

Accordingly, the 35 U.S.C. § 102(a) rejection of dependent claim 78 should be withdrawn and such action is respectfully requested.

***Claims 18, 20, 26, 45, 60, 61, and 68-70 are Patentable over Becka and Gorur  
under 35 U.S.C. § 103***

The Action rejects claims 18, 20, 26, 45, 60, 61, and 68-70 under 35 U.S.C. § 103(a) as being unpatentable over Becka in view of U.S. Patent Publication No. 2003/0065546 of Gorur et al. (“Gorur”). Applicant respectfully traverses these rejections.

Claims 18, 20, 26, 60, and 61

Dependent claims 18, 20, 26, 60, and 61 depend directly or indirectly from independent claim 17 and are allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claims 18, 20, 26, 60, and 61 are also independently patentable.

Furthermore, Gorur fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 18, 20, 26, 60, and 61 should be withdrawn and such action is respectfully requested.

Claims 45 and 68-70

Dependent claims 45 and 68-70 depend directly or indirectly from independent claim 44 and are allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claims 45 and 68-70 are also independently patentable.

Furthermore, Gorur fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 45 and 68-70 should be withdrawn and such action is respectfully requested.

***Claims 19, 21-24, 27-30, 46, 48, 49, and 76 are Patentable over Becka, Gorur, and Yin under 35 U.S.C. § 103***

Claims 19, 21-24, 27-30, 46, 48, 49, and 76 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Becka in view of Gorur and U.S. Patent Publication No. 2002/0091539 of Yin et al. (“Yin”). Applicant respectfully traverses these rejections.

**Claims 19, 21-24, and 27-30**

Dependent claims 19, 21-24, and 27-30 depend directly or indirectly from independent claim 17 and are allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claims 19, 21-24, and 27-30 are also independently patentable.

Furthermore, Gorur and Yin fail to cure the deficiencies of Becka. For example, as discussed in the Amendment filed on December 16, 2008, *Yin's locators and identifiers*, such as *ProviderAccountId*, *ConsumerAccountId*, and *ContractId*, *are not stored in the contract object or the first/second objects (i.e., trading partners) as established in the claims*; rather, Yin's locators and identifiers are stored in the database 370 in the hub component 106 of system 300 (*see* Yin, Page 8, [0091], [0138], and FIG. 3)). *Yin's hub is a central information processing system to manage orders and contracts among trading partners, rather than a contract object or the first/second objects (see* Yin, Page 5, [0079], and FIG. 1).

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 19, 21-24, and 27-30 should be withdrawn and such action is respectfully requested.

**Claims 46, 48, 49, and 76**

Dependent claims 46, 48, 49, and 76 depend directly or indirectly from independent claim 44 and are allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claims 46, 48, 49, and 76 are also independently patentable.

Furthermore, Gorur and Yin fail to cure the deficiencies of Becka. For example, as discussed above, *Yin's locators and identifiers*, such as *ProviderAccountId*,

ConsumerAccountId, and ContractId, *are not stored in the contract object or the first/second objects (i.e., trading partners) as established in the claims*; rather, Yin's locators and identifiers are stored in the database 370 in the hub component 106 of system 300 (*see* Yin, Page 8, [0091], [0138], and FIG. 3)). *Yin's hub is a central information processing system to manage orders and contracts among trading partners, rather than a contract object or the first/second objects (see* Yin, Page 5, [0079], and FIG. 1.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 46, 48, 49, and 76 should be withdrawn and such action is respectfully requested.

***Claims 32 and 72-75 are Patentable over Becka and Baker under 35 U.S.C. § 103***

Claims 32 and 72-75 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Becka in view of U.S. Patent No. 5,381,545 to Baker et al. ("Baker"). Applicant respectfully traverses these rejections.

**Claims 32, 72, and 73**

Dependent claims 32, 72, and 73 depend directly or indirectly from independent claim 17 and are allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claims 32, 72, and 73 are also independently patentable.

Furthermore, Baker fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 32, 72, and 73 should be withdrawn and such action is respectfully requested.

**Claims 74 and 75**

Dependent claims 74 and 75 depend directly or indirectly from independent claim 44 and are allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claims 74 and 75 are also independently patentable.

Furthermore, Baker fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 74 and 75 should be withdrawn and such action is respectfully requested.



***Claims 54 and 62 are Patentable over Becka and Kulkarni under 35 U.S.C. § 103***

Claims 54 and 62 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gorur in view of Yin, Becka, and “A New Approach to Flexibility in System Software” by Dinesh Chandrakant Kulkarni (“Kulkarni”). Applicant respectfully traverses these rejections.

**Claim 54**

Dependent claim 54 depends from independent claim 17 and is allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claim 54 is also independently patentable.

Furthermore, Kulkarni fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejection of dependent claim 54 should be withdrawn and such action is respectfully requested.

**Claim 62**

Dependent claim 62 depends from independent claim 44 and is allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claim 62 is also independently patentable.

Furthermore, Kulkarni fails to cure the deficiencies of Becka.

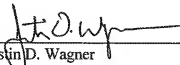
Accordingly, the 35 U.S.C. § 103(a) rejection of dependent claim 62 should be withdrawn and such action is respectfully requested.

***Conclusion***

Applicant submits that the present application is in condition for allowance and such action is respectfully requested.

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.

  
Justin D. Wagner  
Reg. No. 54,519

MARGER JOHNSON & McCOLLOM, P.C.  
210 SW Morrison Street, Suite 400  
Portland, OR 97204  
503-222-3613  
Customer No. 45842